

**RESTATED AND RENEWAL  
CABLE TELEVISION LICENSE  
FOR THE  
TOWN OF WEYMOUTH,  
MASSACHUSETTS**

**Restated Term:**

June 3, 2004 – April 23, 2006

**Renewal Term:**

April 24, 2006 – April 23, 2016 (10 Yrs.)

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# **WEYMOUTH RESTATED AND RENEWAL CABLE TELEVISION LICENSE**

## **INTRODUCTION**

WHEREAS, Comcast of Georgia/Massachusetts, Inc., (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a renewal license to operate a Cable Communications System in the Town of Weymouth, Massachusetts (hereinafter the "Town"), said license having originally commenced on April 24, 1996;

WHEREAS, Comcast and the Town wish to amend the Cable Television Renewal License dated April 24, 1996 and reinstate said license into this Cable Television Renewal License;

WHEREAS, Comcast filed a written request for a renewal of its license by letter dated June 12, 2003 in conformity with the Cable Communications Policy Act of 1984;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Town and Comcast have met the procedural requirements for amending a License as set out in Code of Massachusetts Regulations title 207, Section 3.07, and all provisions of said regulation have been complied with;

WHEREAS, the Town's Mayor, as the Issuing Authority, finds that the renewal of Comcast's license is appropriate and that Comcast has complied with the terms of its existing license, and the terms contained in its request for license renewal;

WHEREAS, the Town has determined that the financial, legal, and technical ability of Comcast is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Restated and Renewal License with the Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein.

NOW THEREFORE, after due and full consideration, the Town and Comcast agree that this Restated and Renewal License is issued upon the following terms and conditions:

## **ARTICLE 1**

### **DEFINITIONS**

#### **Section 1.1 - DEFINITIONS**

For the purpose of this Restated and Renewal License, the following words, terms phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

**(a) Affiliate or Affiliated Person:** Any person or entity who or which directly or indirectly controls and owns an interest in Licensee; any person which Licensee directly or indirectly controls and in which Licensee owns an interest; and any person directly or indirectly subject to control and owned in whole or in part by a person who or which directly or indirectly controls and owns an interest in Licensee; provided, however, that this definition shall not be deemed to apply to any programming service provided by an Affiliate, carried in the normal course of business.

**(b) Basic Broadcast Service:** That service tier which shall include at least the retransmission of local broadcast television signals and the Public, Educational and Governmental ("PEG") Access channel(s) in accordance with the Cable Act of 1992. Said service tier may be marketed by Licensee under a brand name which may change from time to time.

**(c) Cable Act:** Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

**(d) Cable Service:** The one-way transmission to Subscribers of video programming, or other programming services, together with Subscriber interaction, if any, which is required for the selection of such video programming which Licensee may make available to subscribers generally, and the installation and rental of equipment necessary for the receipt thereof.

**(e) Cable Communications System or Cable System:** The cable television system owned, constructed, installed, operated and maintained by Licensee in the Town of Weymouth

for the provision of broadband telecommunications services capable of operating as a fully addressable system of antennas, cables, wires, lines, fiber-optic cables, towers, wave guides or other conductors, converters, equipment or facilities, designed to provide telecommunications services, which includes, but is not limited to, distributing video programming and technologies to Subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of signals to Subscribers and in accordance with the terms and conditions of this Restated and Renewal License.

**(f) Cable Division** - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

**(g) Drop:** The coaxial cable that connect each home or building to the feeder line of the cable system in accordance with the Cable Act Section 76.309 (c )(2)i.

**(h) Educational Access :** The channel which has been allocated for use by educational organizations and institutions in the Town of Weymouth.

**(i) Effective Date:** June 3, 2004.

**(j) FCC or Commission :** The Federal Communications Commission, or any successor agency.

**(k) Government Access :** Any channel which has been allocated for use by governmental entities in the Town of Weymouth, including the Issuing Authority or his designee(s).

**(l) Gross Annual Revenues:** Revenue received by Licensee, in accordance with generally accepted accounting principles, for the provision of Cable Services over the Cable System within the Town of Weymouth, including, without limitation: Basic Broadcast Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges, interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; converter, and remote control and other equipment, and rentals and/or leases or sales and advertising and home shopping revenues. Gross Annual Revenues shall not include any fee or tax on services furnished by Licensee and paid to any governmental entity and collected by Licensee on behalf of such entity. Gross Annual Revenues shall be adjusted for reductions to cash receipts, such as refunds, credit adjustments and bad debts.

**(m) Issuing Authority:** The Mayor of the Town of Weymouth, Massachusetts.

(n) **Leased Channel:** Any channel available for lease for commercial programming by persons other than Licensee.

(o) **Licensee:** Comcast of Georgia/ Massachusetts, Inc. or any successor or transferee in accordance with the terms and conditions in this Reinstatement and Renewal License.

(p) **License Fee:** The payment to be made by Licensee to the Town of Weymouth or its designee, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, Section 9.

(q) **License:** The Restated Cable Television License and Renewal Cable Television License granted herein.

(r) **Multichannel Video Programming Distributor:** An entity engaged in the business of making available for purchase, by Subscribers or customers, multiple channels of video programming, and shall include video dial-tone.

(s) **Pay Cable or Premium Cable Services:** Programming delivered for a fee or charge to subscribers on a per-channel basis or as a package of services, in addition to the charge or fee to Subscribers for Basic Broadcast service and for any such other tier as may be required pursuant to applicable law.

(t) **Public Access:** The right or ability of any resident of Weymouth or organizations serving Weymouth residents to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. Section 531 and the terms of this License.

(u) **Public Ways:** The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements or any other easements or rights of way dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(v) **Signals:** Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(w) **Standard Installation:** The standard one hundred twenty-five foot (125') Drop connection.

(x) **Subscriber:** A person or entity who contracts with the Licensee for, and lawfully receives, the video signals and Cable Services distributed by the Cable Communications System.

(y) **Town :** The Town of Weymouth, Massachusetts.

(z) **Upstream Channel:** A Channel over which Signals travel over the Cable System to the headend from remote points of origination.

(aa) **Video Programming or Programming:** Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.



## **ARTICLE 2**

### **GRANT AND TERM OF LICENSE**

#### **Section 2.1 - GRANT OF LICENSE**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to the terms and conditions set forth herein, the Mayor of the Town hereby grants a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Communications System within the corporate limits of the Town of Weymouth.

#### **Section 2.2 - RIGHTS AND PRIVILEGES OF LICENSEE**

(a) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System, including such lines, cable, fiber optic, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System, in, under, all over, along, across or upon the Public Ways of the Town of Weymouth within its municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way for the purpose of Cable System reception, transmission, collection, amplification, origination, distribution, and/or redistribution of video, data, text, audio or other Signals in accordance with all applicable laws.

(b) Pursuant to M.G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Town grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

### **Section 2.3 - APPLICABLE LAW**

This License is granted under and in compliance with Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance with all applicable federal law, including, but not limited to, all rules of the Commission, as amended, and all other municipal, state and federal rules and regulations in force and effect during the period for which this License is granted. This License is subject to all rules and regulations of the Cable Division. Any reference herein to federal and state law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

### **Section 2.4 - TERM OF RENEWAL LICENSE**

The term of the Amended License is June 3, 2004 through April 23, 2006. The term of the Renewed License is for ten (10) years from April 24, 2006 through April 23, 2016.

### **Section 2.5 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE**

To the extent required by M.G.L. c. 166A, sec. 7, and the regulations of the Cable Division promulgated thereunder, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application therefor as provided by the Cable Division and on forms prescribed by the Cable Division. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee. This Section is not intended to prevent Licensee from conducting intra-corporate transfers of the Renewal License or the Licensee to a company owning, owned by, or under common ownership with Licensee.

### **Section 2.6 - NON-EXCLUSIVITY OF LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Communications System within the Town of Weymouth, or the right of the Issuing Authority to permit the use of the

Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License.

(c) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including G.L.c. 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Video Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Video Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Licensee.

- (i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.
- (ii) Should the Licensee demonstrate that the Video Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall make equitable amendments to this Renewal License.

## **Section 2.7 - POLICE AND REGULATORY POWERS**

The Licensee's rights are subject to the powers of the Town to adopt and enforce general bylaws/ordinances necessary for the safety and welfare of the public, provided that such bylaws/ordinances are of general applicability and not specific to the Cable Communications System, the Licensee, or this License.

## **Section 2.8 - REMOVAL OR ABANDONMENT**

Upon termination of this License by passage of time or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority in accordance with Section 2.5, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the public ways and places and shall restore all areas to the best possible condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

## **ARTICLE 3**

### **SYSTEM DESIGN, CONSTRUCTION AND OPERATION**

#### **Section 3.1 - RESIDENTIAL CABLE SYSTEM**

Licensee shall continue to maintain a two-way residential Cable Communications System capable of two-way interaction available to all subscribers that will provide a minimum capacity of 750MHz of bandwidth.

#### **Section 3.2 - CONSTRUCTION MAPS**

Upon written request, the Licensee shall file with the Town accurate strand maps not more than once annually.

#### **Section 3.3 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]**

(a) The area to be served is the entire Town of Weymouth, served as of the Effective Date. Service shall be provided to every dwelling occupied by a person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. However, the Licensee shall not be obligated to extend the Cable Communications System into any area where there are fewer than thirty (30) dwelling units per aerial strand mile of cable and sixty (60) dwelling units per underground mile of cable, calculated from the last dwelling unit toward the end of the nearest trunk line.

(b) Installation costs shall conform with the 1992 Cable Consumer Protection Act, and regulations thereunder. Any dwelling unit within one hundred twenty-five feet (125 ft.) aerial or one hundred twenty-five feet (125 ft.) underground of the cable plant shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred twenty-five feet (125 ft.) or which involve a hard surface or which require boring shall be provided at a rate based on Licensee's actual costs plus a reasonable rate of return. For installations more than one hundred twenty-five feet (125 ft.), not involving a hard surface, the first one hundred twenty-five feet (125 ft.) shall be at the Standard Installation rate. The timing

of any non-standard installation will be subject to 6-12 months preparation and budgeting and weather permitting.

(c) Provided Licensee has at least forty-five (45) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

### **Section 3.4 - SERVICE TO MUNICIPAL BUILDINGS**

Licensee shall provide, free of charge, the initial Drop and an activated outlet of Basic service to the municipal sites and public schools listed in **Exhibit 1** in existence as of the Effective Date. Service connections will be made to the demarcation point in the interior head-end or wiring closet location as determined by the building contact person. Interior networking is the responsibility of the building owner. Additional or relocated Drops shall be installed by the Licensee subject to payment by the Town of the Licensee's actual costs of installation plus a reasonable rate of return, in accordance with applicable law. In lieu of wiring classrooms within the High School, Comcast will provide wiring materials totaling approximately Three Thousand Four Hundred Dollars (\$3,400) to the High School.

### **Section 3.5 - EMERGENCY AUDIO ALERT**

Licensee will adhere to any emergency notification standards in accordance with applicable FCC regulations.

### **Section 3.6 - STAND-BY POWER**

The Licensee shall maintain at least two and one-half hour stand-by power at the headend facility, any sub-headend facilities, critical trunk areas and fiber nodes servicing the Town. Such stand-by power shall have continuous capability, contingent upon availability of fuel necessary to operate generators upon the failure of normal power supply. Upon written request, the

Licensee shall furnish evidence to the Issuing Authority on an annual basis that such stand-by power has been tested annually and is in good repair.

### **Section 3.7 - TREE TRIMMING**

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the cable system, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall occur except upon a permit in writing from the Town Tree Warden or other person designated by the Department of Public Works provided that such written permit is a requirement of general applicability and not specific to Licensee or cable television operators. Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming.

### **Section 3.8 - UNDERGROUND WIRING OF UTILITIES**

In areas of the Town having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies, as required to be placed underground by the Town, the Licensee shall likewise place its facilities underground, pursuant to M.G.L. c. 166, subject to applicable laws regarding a taking of property and/or compensation thereof; provided however, that if any utility in the Town is compensated for such undergrounding the Licensee shall also be so compensated. When possible, Licensee shall be able to use the underground conduit maintained by the Town based upon a mutually agreeable arrangement. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program.

### **Section 3.9 - PEDESTALS AND VAULTS**

In any cases in which vaults housing passive devices are to be utilized, in the Public Ways or within the Town public lay-out, such equipment must be flush at ground level or completely buried (to the extent required by applicable Public Works Department regulations); provided, however, that Licensee may place active device (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box, at Town approved locations to be determined when Licensee applies for an underground permit, which shall not be unreasonably denied. All such

equipment shall be shown on the strand maps submitted to the Town in accordance with Section 3.2 herein.

### **Section 3.10 - PRIVATE PROPERTY**

Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Communications System in the Town. Licensee shall promptly repair or replace all private property, real and personal, damaged as a result of the construction, upgrade, installation, operation or maintenance of the Cable Communications System at its sole cost and expense.

### **Section 3.11 - RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to approval of the Town's Department of Public Works Commissioners or their designee provided that such approval is a requirement of general applicability and not specific to Licensee or cable television operators. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town.

### **Section 3.12 - COOPERATION WITH BUILDING MOVERS**

The Licensee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be in accordance with applicable law.

### **Section 3.13 - RELOCATION OF FACILITIES**

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street



construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

### **Section 3.14 - SERVICE INTERRUPTION; REBATES**

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use, and only after a minimum of twenty-four (24) hours notice to affected subscribers. Licensee shall notify subscribers if, at any time, they are eligible for a rebate under applicable law.

### **Section 3.15 - CONSTRUCTION AND MAINTENANCE STANDARDS**

(a) The Licensee shall construct and operate a Cable System and render service to Subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the cable television system for which this License is granted shall be in conformance with the applicable provision of the National Electrical Code (Article 8201), the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Cable Division, and the Commission. Upon written request, and no more than once annually, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the Town.

(b) All structures, lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

### **Section 3.16 - RIGHT OF INSPECTION**

(a) In the event the Issuing Authority reasonably suspects noncompliance with any term of this License with respect to the construction, maintenance or operation of the Cable System, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times on

reasonable notice to Licensee. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing.

### **Section 3.17 - EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right to do so without cost or liability; provided, however, that whenever possible the Issuing Authority gives the Licensee advance written notice and the ability to relocate wires, cable or other equipment. In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

## **ARTICLE 4**

### **PRICES AND PROGRAMMING**

#### **Section 4.1 - INITIAL PRICES**

The initial prices for all programming, installation and equipment which are in effect on the Effective Date of the License are listed in **Exhibit 2** of this License. These prices are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

#### **Section 4.2 - RATE RE-REGULATION**

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

#### **Section 4.3 - PROGRAMMING CATEGORIES**

Pursuant to applicable law, Licensee has offered and shall provide the following cable services: (1) the broad categories of broadcast stations, satellite services and other cable services set forth in **Exhibit 3** of this License; and (2) all public, educational and governmental channels required by Section 5.1 of this License.

#### **Section 4.4 - PROGRAMMING TIERS**

The initial programming and services offered by Licensee are listed in **Exhibit 4**, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

#### **Section 4.5 - LEASED ACCESS**

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii), Licensee will make available channel capacity available for commercial use by persons unaffiliated with Licensee.

#### **Section 4.6 -STEREO TV TRANSMISSIONS**

All commercial television signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

#### **Section 4.7 - CHANNEL LINE-UP**

Pursuant to applicable law, Licensee shall notify the Issuing Authority and the subscribers, in advance, each time its channel line-up changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within thirty (30) days of such changes. In the event the channel line-up is significantly changed during the term of the License, Licensee shall make available to each subscriber an updated channel line-up.

#### **Section 4.8 - CONVERTER BOX, REMOTE CONTROLS**

Pursuant to applicable law, upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes.

**ARTICLE 5**  
**PUBLIC, EDUCATIONAL AND GOVERNMENTAL**  
**ACCESS COMMITMENTS AND POLICIES**

**Section 5.1 - “PEG” ACCESS STUDIO AND CHANNELS**

(a) The Licensee shall make available channel capacity for a total of three Public, Educational, and Governmental (“PEG”) Access channels for non-commercial use by the Town of Weymouth and its residents. The Issuing Authority may designate another entity to assist in the operation of the PEG Access Channels, and will notify the Licensee in writing of such appointment. The Issuing Authority or its designee shall be responsible for the rules for use of the PEG access channels.

(b) Through December 31, 2004, the Licensee will continue to operate and staff the Public Access studio located at 83 Moore Road. No later than December 31, 2004, the Issuing Authority will establish a new location for PEG Access operations in the Town of Weymouth at which time Licensee shall have no further responsibility to the Town with respect to making the Licensee’s studio at 83 Moore Road available to the Town.

(c) Through December 31, 2004, the Licensee will be responsible for continued coverage of Town Council meetings. On January 1, 2005, the Town or its designee shall be responsible for all coverage of Government Access programming and will take ownership of all of Licensee’s equipment, except for signal transport equipment, currently installed in the Town Council chambers. Except as designated herein, all other Access programming remains the responsibility of the Town or its designee for the entire term of this License.

(d) In order to originate programming on the PEG access channels from facilities established to produce programming on such channels, Licensee shall provide a fiber interconnect between the Government Access Channel origination site at Town Hall at 75 Middle Street, the Educational Access Channel origination site at WETC offices at 775 Pleasant Street, and the Public Access Channel origination site (to be determined) to the Licensee’s subheadend facility at 83 Moore Road. Should costs of the home runs exceed Fifty Thousand Dollars (\$50,000), the Town shall pay the Licensee for the additional costs, plus the rate of return allowed under applicable law. Until such time that such interconnection is constructed, Licensee shall maintain the current video return lines. The Licensee shall continue to own, but shall have no further obligation to operate, maintain, repair or replace its former Institutional

Network. All other functions, including but not limited to two-way video, audio and data transmissions of the former Institutional Network will be the responsibility of the Town, funds for which have been made available through Section 5.2 of this License.

(e) Licensee shall monitor the Public, Educational and Government Access channels for technical quality and shall ensure that they are transported at standards commensurate with those that apply to the Cable System's commercial channels. The Licensee is not responsible for the quality of the PEG Access programming signal. Upon written request, Licensee shall make available a copy of its most recent performance tests required by the FCC.

(f) The Town and any designee of the Town originating PEG Access programming shall release and hold harmless the Licensee at all times for any and all claims, actions and/or proceedings arising out of the actions of the Town or its designee(s) and/or departments in transmitting, conveying or otherwise carrying any program or program material produced and/or cablecast (including but not limited to claims in the nature of libel, slander, invasion of privacy or publicity rights), or failing to transmit, convey or otherwise carry PEG Access Signals on a Video Return Line.

(g) Any Access Corporation designated by the Town to originate PEG Access programming, pursuant to **Exhibit 5**, shall carry insurance indemnifying Comcast, the Town of Weymouth and itself from and against any and all claims and liability for injury or damage to persons or property due to risk or peril caused by use of access equipment or facilities managed by the Access Corporation and shall name both Comcast of Georgia/Massachusetts, Inc. and the Town as additional insureds. Such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000) for bodily injury or death to any one person or property damage resulting from any one occurrence. The Access Corporation shall insure its equipment for theft, loss and damage.

(h) The insurance policy required by subsection (g) above shall contain the following endorsement: "It is hereby understood and agreed that this policy shall not be cancelled or materially changed until thirty (30) days after receipt by the Town of Weymouth and Comcast of Georgia/Massachusetts, Inc. by certified mail of one (1) copy of a written notice of such intent."

## **Section 5.2 - SUPPORT FOR PEG ACCESS PROGRAMMING**

(a) Licensee shall make a payment of two point four percent (2.4%) of Gross Annual Revenues on or before June 30, 2004 for the period of May 1, 2003 to April 30, 2004. Licensee shall make two (2) annual payments of three percent (3%) and one and a half percent (1.5%) of

Gross Annual Revenues to the Town's designated Access Corporation and the Issuing Authority, respectively, within sixty (60) days of each anniversary of the Effective Date of this License, due by July 14, for the period of May 1 of the preceding year to April 30 in the year in which the payment is being made, for the support of PEG Access programming. Future payments to the Town's designated Access Corporation shall be reduced by any principal balance remaining due to Licensee from the advance capital payments made pursuant to Schedule 5.5, Section 1(a) of the 1996 renewal license. For purposes of the final annual payments due in Year 2016, this obligation shall survive the termination of the License. Said funding shall not be used for commercial purposes, cannot be given to a competing third (3<sup>rd</sup>) party, and shall not be used by the Town to compete with the Licensee's businesses. The Issuing Authority shall provide to the Licensee a written statement identifying the Access Corporation as the recipient of any percentage based operating support or capital payments.

(b) As an advance against the first payment of one and a half percent (1.5%) of Gross Annual Revenues to the Issuing Authority in subsection (a) above, Licensee shall make a payment of One Hundred Eighty Thousand Dollars (\$180,000) to the Town for the support of the PEG Access programming within sixty (60) days of the Effective Date of this License. Licensee shall deduct the advanced amount plus interest at prime rate from the first payment of one and a half percent (1.5%) of Gross Annual Revenues due July 14, 2005. Said funding shall be used to foster the development of PEG Access programming and shall not be used for commercial purposes, cannot be given to a competing third party, and shall not be used by the Town to compete with the Licensee's businesses.

### **Section 5.3 - CAPITAL PAYMENTS IN SUPPORT OF PEG ACCESS PROGRAMMING**

(a) No later than 60 days from the Effective Date, due by July 14, 2004, Licensee shall make a payment of Two Hundred Twenty-five Thousand Dollars (\$225,000) to the Town or its designee to procure and establish a public access studio and related equipment, within the Town of Weymouth.

(b) To allow for upgrades and equipment replacements through the term of the License, Licensee shall make payments annually to the Issuing Authority or its designee, of Fifty Thousand Dollars (\$50,000), within sixty (60) days of the Effective Date of this License, due by July 14, in the years 2005–2012. The Issuing Authority shall designate in writing to the Licensee no later than 90 days prior, the recipient of the payment, if the recipient is not the Issuing Authority.

#### **Section 5.4 - REPORT OF DISBURSEMENTS**

(a) Annually, on or before April 15<sup>th</sup>, the Town shall submit to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee to support PEG Access programming, pursuant to Article 5 herein.

(b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG Access facilities.

(c) If upon review of the report, the Licensee's finds that any use of the funds by the Town or the Access Corporation has not been directly related to PEG Access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG Access support, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.

(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the inappropriate use of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

#### **SECTION 5.5 - LATE PAYMENT**

In the event that the License Fees herein required are not tendered on or before their due dates, interest due on such fee shall accrue from the date due at the rate of one percent (1%) above the annual Prime Rate.



## **ARTICLE 6**

### **SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

#### **Section 6.1 - BUSINESS OFFICE**

For the first eighteen (18) months of this License, the Licensee shall continue to maintain and operate a customer service location in the Town of Weymouth for general purposes including payment of bills, and returns and exchanges of equipment. It shall be open for walk-in business traffic during hours determined by Licensee as necessary to respond to customer demand and consistent with the FCC's customer service standards. After the first 18 months have passed, the Licensee has the right to relocate its operation into an area facility as its business so dictates.

#### **Section 6.2 - CUSTOMER SERVICE**

(a) The Licensee shall provide and maintain a toll-free 24-hour answering line where Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery.

(d) The Licensee shall comply with all customer service regulations of the Commission (47 CFR Part §76) as they exist or as they may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

### **Section 6.3 - INSTALLATION**

Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and will make reasonable efforts to install at times convenient to subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

### **Section 6.4 - MINIMUM SUBSCRIBER INFORMATION**

In accordance with applicable law, Licensee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall clearly disclose the price and other information concerning Licensee's lowest cost Basic Broadcast Service. Such information shall include but not be limited to the following:

(a) All services and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning the utilization of video cassette recorders (VCR's) with cable services(s), including the cost for hooking up VCRs so that they function as manufactured, and any other associated VCR costs or charges.

(d) Written information special equipment such as VCR concerning the availability of kits, A/B switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00et seq. (See attached Schedule 6.4.)

(e) Written information concerning privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service.

## **Section 6.5 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

## **Section 6.6 - BILLING AND TERMINATION PROCEDURES**

Licensee will comply with the regulations of the Cable Division, 207 CMR 10.00 et seq., as those regulations may be amended from time to time, and will inform all prospective subscribers of complete information about billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service.

## **Section 6.7 - VOLUNTARY DISCONNECTION OF SERVICE**

Pursuant to applicable law, Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.

## **Section 6.9 - BILLING DISPUTES**

In accordance with applicable law, in the event of a bona fide billing dispute, Licensee will resolve each dispute within fifteen (15) working days of receiving notification from the subscriber. The subscriber's shall be responsible for paying only that-portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the subscriber for failure to pay bona fide disputed bills, or portions thereof, upon notice of said dispute.

## **Section 6.10 - PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall comply with all applicable federal and state privacy laws and regulations, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

(b) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designee nor its employees shall make available to any third party, including the Town, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber, unless such notification is otherwise prohibited by applicable law or the court.

(c) Upon a request by a Subscriber, the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that the Licensee maintains regarding said Subscriber.

## **Section 6.11 - MONITORING**

Neither the Licensee nor its designee nor the Town nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that the Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

## **Section 6.12 - EMPLOYEE IDENTIFICATION CARDS**

All of Licensee's employees, including repair and sales personnel, entering private property will be required to carry and provide on request an employee photo-identification card.

**Section 6.13 - EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee is an Equal Opportunity Employer and shall comply with applicable Commission regulations with respect to Equal Employment Opportunities.

## **ARTICLE 7**

### **LICENSE ADMINISTRATION**

#### **Section 7.1 - REGULATORY AUTHORITY**

The Issuing Authority and/or its designee(s) shall be responsible for the day-to-day regulation of the Cable System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.

#### **Section 7.2 - INDEMNIFICATION [SEE G.L.c. 166A §5(b)]**

The Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

#### **Section 7.3 - INSURANCE [SEE G.L.c. 166A §5(c)]**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, the Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million

Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

#### **Section 7.4 - PERFORMANCE BOND**

(a) The Licensee shall maintain at its own expense in throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the Town in the sum of twenty-five thousand dollars (\$25,000.00). When the system upgrade is complete, the amount of the bond shall be reduced to the sum of ten thousand dollars (\$10,000.00). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation

or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of Licensee under this License.

#### **Section 7.5 - Service Interruptions [See G.L. c. 166A, Sec. 5(l)]**

In the event that License's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or may at its option, apply such credit to any outstanding balance then currently due.

#### **Section 7.6 - ANNUAL UPDATE HEARINGS**

(a) The Issuing Authority may hold a performance evaluation hearing within thirty (30) days of each anniversary of the Execution Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the installation, operation and/or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee, and produce such documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing.

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of any of the material terms and conditions of this Renewal License, the Licensee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, in accordance with Section 9.8 herein.



## **Section 7.7 - LICENSE FEES**

(a) During the term of the Renewal License the annual License Fee payable to the Town shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to G.L.c. 166A §9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include the PEG Access Annual Support (Section 6.2), but shall not include the following: (i) PEG Access Capital Support (Section 6.3); (ii) interest due herein to the Town because of late payments; and (iii) any other exclusion to the term “franchise fee” pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Licensee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed by the parties.

## **Section 7.8 - SUBSCRIBER AND USER COMPLAINTS**

Licensee shall keep a record of written complaints it receives on file in its local business office in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written complaints which it receives. The Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice.

## **Section 7.9 - CONSUMER COMPLAINT PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(b) Upon written request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to the Issuing Authority with

respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(c) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to Cable Service, of the procedures for reporting and resolving all such complaints.

(d) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any systemic complaints or disputes brought by Subscribers arising from the operations of the License.

(e) In the event that the Issuing Authority or its designee documents a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License.

## **Section 7.10 - BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et. seq., and made a part hereof, as the same may exist or as it may be amended from time to time: 1) notification of its billing practices; 2) notification of services, rates and charges; 3) equipment notification; 4) form of bills; 5) advance billing and issuance of bills; 6) billing due dates, delinquency, late charge and termination of service; 7) charges for downgrading of services; 8) billing disputes; and 9) security deposits. No provisions of 207 CMR 10.00 are waived; however, the Issuing Authority reserves the right to do so.

## **Section 7.11 - INITIAL PERFORMANCE TESTS**

Upon relocation of the PEG Access television studio, Licensee shall perform a proof of performance test with respect to the signal quality of transmissions from said studio, once such

relocation has been completed. Should performance not meet the FCC's technical specifications, the defect shall be appropriately corrected.

#### **Section 7.12 - QUALITY OF SERVICE**

Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the ability of the Cable System to meet the Commission's technical specifications, after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing.

#### **Section 7.13 - FINANCIAL REPORTS**

Pursuant to M.G.L. Ch. 166A, Sec. 8, the Licensee shall file annually with the Commission, on forms prescribed by the Commission, a statement of its revenues and expenses for official use only. In addition, Licensee shall file annually with the Commission and the Issuing Authority on forms prescribed by the Commission, a financial balance sheet and statement of ownership which shall be open to public inspection. Such statements and balance sheets shall be sworn to by the person preparing same and by the Owner or Treasurer of the Licensee.

#### **Section 7.14 - NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

#### **Section 7.15 REVOCATION OF RENEWAL LICENSE**

This License may be revoked by the Issuing Authority to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L. c. 166A, Section 4, or any other rights available to the Licensee.

## **ARTICLE 8**

### **GENERAL PROVISIONS**

#### **Section 8.1 - LICENSE AS CONTRACT UNDER SEAL**

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Weymouth, on the other hand.

#### **Section 8.2 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

#### **Section 8.3 - CAPTIONS**

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

#### **Section 8.4 - SEVERABILITY**

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

#### **Section 8.5 - FORCE MAJEURE**

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public

enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of essential equipment or any other cause or event not reasonably within the Licensee's control.

#### **Section 8.6 - REMOVAL OF ANTENNAS**

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

#### **Section 8.7 - SUBSCRIBER TELEVISION SETS**

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance:

#### **Section 8.8 - JURISDICTION**

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or other competent court or agency, and the parties subject themselves to the personal jurisdiction of said court or agency for the entry of such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

**SIGNATURE PAGE**

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF JUNE,  
2004.

**TOWN OF WEYMOUTH**

By:

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Mayor David M. Madden

This License is hereby accepted by:

**COMCAST OF GEORGIA/  
MASSACHUSETTS, INC.**

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Kevin M. Casey  
Senior Vice President  
New England Region

## **EXHIBIT 1**

### **SUBSCRIBER NETWORK DROPS TO MUNICIPAL BUILDINGS**

Town Hall	75 Middle Street
Police Department	140 Winter Street
Fire Station	195 North Street
Fire Station	636 Broad Street
Fire Station	Winter Street
Fire Station	246 Park Avenue
Wessagusset Primary School	75 Pilgrim Road
Academy Primary School	94 Academy Avenue
Pingree Primary School	1250 Commercial Street
Fulton Primary School	245 Pond Street
Johnson Primary School	70 Pearl Street
Talbot Primary School	277 Ralph Talbot Street
Union Street School	400 Union Street
Seach Primary School	770 Middle Street
Nash Primary School	1003 Front Street
Murphy Primary School	417 Front Street
Abigail Adams Intermediate School	89 Middle Street
New Intermediate School	1051 Commercial Street
Weymouth High School	360 Pleasant Street
WETC Offices	775 Pleasant Street
Tufts Library	46 Broad Street
Tufts Library	1400 Pleasant Street
Fogg Library	1 Columbian Street
McCulloch Building	182 Green Street
School Administration Building	11 Middle Street
Public Access Studio	TBD
DPW/Garage	120 Winter Street
Parks and Teen Center	1393 Pleasant Street
McCulloch Building	182 Green Street
S. Weymouth Water Treatment Plant	90 Pine Circle
A. Bilodeau Water Treatment Plant	95 Winter Street
Housing Authority	Essex Street

## **EXHIBIT 2**

### **INITIAL PRICES**

*See following pages.*



## **EXHIBIT 3**

### **PROGRAMMING CATEGORIES**

Children's Programming  
Government/Public Affairs  
News/Weather  
Sports Programming  
Entertainment Programming  
Local Programming

**EXHIBIT 4**

**INITIAL PROGRAMMING TEIRS**

*See the following pages.*

**EXHIBIT 5**

**WETC/TOWN OF WEYMOUTH AGREEMENT**

*See the following pages.*

**AGREEMENT BETWEEN  
THE CABLE TELEVISION LICENSE ISSUING AUTHORITY FOR THE TOWN OF  
WEYMOUTH and WEYMOUTH EDUCATIONAL TELECOMMUNICATIONS  
CORPORATION** (hereinafter, "WETC")

Executed on June 3, 2004

**1. Issuing Authority Designation of WETC**

Pursuant to the Restated and Renewal Cable Television License issued on June 3, 2004 to Comcast of Georgia/Massachusetts, Inc. (hereinafter, the "License") the Issuing Authority has designated WETC to operate such public and educational access channels as provided for under such License. The Issuing Authority has also designated WETC as the recipient of franchise fee and capital funding payments, as provided for in the License, in order to accomplish the mission and objectives as set forth below in this Agreement. In consideration of such funding, WETC's obligations are the following:

**2. Operations of Educational Access Channel**

WETC shall continue to operate an educational access channel in the manner it has operated such channel under the predecessor cable television license and shall exercise its discretion in coordinating such channel's programs and activities with the public access channel.

**3. Operations of Public Access Channel**

a) WETC shall take over the operations of the public access channel on January 1, 2005. WETC shall establish a television studio and other facilities for the public access channel as soon as is practicable following the execution of this agreement but, in no event, later than May 14, 2005.

b) By January 1, 2005, WETC shall establish rules for the use of the public access channel which preserve its unique quality as a first amendment forum and which are reasonably approved by the Issuing Authority.

c) Commencing on January 1, 2005, WETC shall provide regular, periodic outreach to the Weymouth community about the availability of the public access channel and shall also provide regular, periodic training in the use of the studio, equipment and facilities it has established for the operations of this channel.

(d) WETC shall operate the educational and public access channel consistent with all provisions of the License.

#### **4. Live Coverage of Town Council Meetings**

Commencing on January 1, 2005 WETC shall provide live coverage of Town Council meetings and cablecast such meetings on one or more of the access channels as designated by the Issuing Authority. WETC shall provide coverage of other local governmental meetings as is reasonably requested by the Issuing Authority.

#### **5. WETC Articles and By-Laws**

a) By January 1, 2005, WETC shall amend its articles of organization so that its purpose clause contains a specific reference to the operation of public access and government access channels, as well as educational access channels.

b) By January 1, 2005, WETC shall amend its corporate by-laws to provide for a Board of Directors that is five (5) members in number; within a minimum of three (3) such members to be appointed by the Issuing Authority from among the residents of Weymouth and in the manner of appointment that is customary for appointment to multi-member Weymouth municipal boards. The manner of appointment, or election, of the remaining two (2) members shall be at the discretion of WETC. The corporate by-laws shall further require that Board members serve for initial terms of no greater than three (3) years.

#### **6. Payments Made to WETC: Purpose**

Any payments made to WETC pursuant to the License shall be used to support the operation and utilization of the educational and public access channels and other related telecommunications purposes and may include, but not be limited to, such items as audio-visual equipment, salaries of personnel, telephone and other administrative costs, data transmission, and rental or ownership of space and facilities. At the end of the License term, any funds retained by WETC shall revert to the Town of Weymouth for cable-related expenses.

#### **7. Information and Annual Reports**

WETC shall provide a written annual report of its finances and operations to the Issuing Authority within sixty (60) days of the close of its fiscal year. At any time during the term of this Agreement, upon reasonable request by the Town, WETC shall provide such further information as may be reasonably requested to document the expenditures of funds in the performance of its obligations.

## **8. Indemnification**

WETC shall indemnify and hold harmless the cable television licensee and shall, in its rules for the public access channel, require every access user to indemnify both the cable television licensee and WETC and hold each of them harmless against any claims arising out of any program or program material produced and/or cablecast, including but not limited to claims in the nature of libel, slander, invasion of privacy and publicity rights, non-compliance with applicable law, license fees and unauthorized use of copyrighted material.

## **9. Insurance**

a) WETC shall carry insurance indemnifying the cable television licensee, the Town of Weymouth and itself from and against any and all claims and liability for injury or damage to persons or property due to risk or peril caused by the use of access equipment or facilities managed by WETC and shall name both the cable television licensee and the Town of Weymouth as additional insured. Such insurance shall not be less than five hundred thousand dollars (\$ 500,000.00) for bodily injury or death to any one person or property damage resulting from any one occurrence. WETC shall insure its equipment for theft, loss and damage.

b) The insurance policy required under paragraph (a) above shall contain the following endorsement:

It is hereby understood and agreed that this policy shall not be canceled or materially changed until thirty (30) days after receipt by the Town of Weymouth and the cable television licensee, by certified mail, of one (1) copy of a written notice of such intent.

**EXECUTED THIS 3<sup>rd</sup> DAY OF JUNE, 2004**

**The Town of Weymouth**

By: The Cable Television License Issuing Authority

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Mayor David M. Madden

**Weymouth Educational Telecommunications  
Corporation**

By: Its President

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